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**WRITERS EXT:
1004**

**June 20, 2025
CA3719**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**American Renal Management LLC
Certified Mail #9589071052703176334594
C T CORPORATION SYSTEM
AMANDA GARCIA
330 N BRAND BLVD, SUITE 700
GLENDALE, CA 91203**

Re: Notice Of Violations Of California Labor Code Sections §§ 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Michael Devilbliss (“Plaintiff”) and all other Aggrieved Employees of American Renal Management LLC (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by American Renal Management LLC in California, including any employees staffed with American Renal Management LLC by a third party, and classified as non-exempt employees during the time period of June 20, 2024 until a date as determined by the Court (“PAGA Period”). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff has been employed by Defendant in California since February of 2025 as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

Plaintiff is employed by Defendant as a Patient Care Technician and assigned to Defendant’s location at 841 W. Henderson Ave., Porterville, CA93257. During the PAGA period., Plaintiff has clocked out of Defendant’s timekeeping system and performed additional work for Defendant during what should have been his off duty meal periods. As a result of not enough labor to cover for Plaintiff, Plaintiff would have to perform repair and

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maintenance tasks on dialysis machines and water systems at Defendant's clinic. Plaintiff would also call and email Defendant's vendors regarding plumbing and HVAC system issues during what should have been his off duty meal and rest periods. Plaintiff was and under duress from his managers to complete these tasks in a timely manner which resulted in late and interrupted meal and rest breaks. Further, Plaintiff has been subjected to numerous violations during his employment with Defendant during the PAGA Period and Defendant has paid Plaintiff ***ZERO penalties for these violations***. As a result, Defendant violated Cal. Labor Code Sections 226.7, 510, 512, 1198.

Additionally, Defendant implemented an "On-Call" schedule for Plaintiff that has resulted in unpaid minimum and overtime wages during the PAGA period. Defendant requires Plaintiff to be on call from 5p.m. to 8a.m. after his normal work shifts. As Plaintiff works as a technician, Plaintiff is restricted from traveling or attending social functions and other normal life tasks when he is on call as he may be required to physically show up at Defendant's clinics in order to complete his on-call tasks. Defendant's on-call policy imposes severe geographic and temporal restrictions on Plaintiff. Defendant only compensates Plaintiff a flat stipend that does not cover minimum and or overtime wages Plaintiff earned during his on-call schedule. Defendant not only failed to pay Plaintiff all wages correctly for the on-call policy, but also failed to correctly calculate the on-call "stipend" wages into Plaintiff's overtime and sick pay rates. Defendant paid Plaintiff and other Aggrieved Employees non-discretionary incentive compensation wages during the PAGA Period ("On-Call") in which Defendant failed to correctly include these payments into Plaintiff's regular rate for the purposes of calculating the correct overtime and sick pay and as a result violated Labor Code Sections 246 & 510. For example, Defendant paid Plaintiff a "On-Call" flat rate stipend non-discretionary wage in the pay period (04/27/2025-05/10/2025) and Plaintiff also was paid overtime and sick pay wages during that pay period. Attached hereto as **Exhibit #1** is a true and correct copy of Plaintiff's pay stub showing the violations.

Additionally, Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper regular and overtime wages earned. Often, this did not occur. Plaintiff therefore contends that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a), such as not including all non-discretionary incentive wages into the regular rate for purposes of calculating Plaintiff's correct overtime rate during certain pay periods and also the pay stubs did not correctly reflect all the hours worked by Plaintiff during his on-call schedule and during his work off the clock when clocked out for a meal period.

Defendant also failed to comply with California's paid sick leave laws with respect to Plaintiff and other Aggrieved Employees in violation of California Labor Code Section 246. Due to Defendant's policy and practice of excluding some forms of non-discretionary wages (including but not limited to "On-Call" stipend wages) from the regular rate of pay,

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Plaintiff believes and alleges that Defendant underpaid sick pay at only Plaintiff's and Aggrieved Employees' base hourly rate instead of regular rate of pay. Finally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff with his wages, including the meal and rest break penalties, minimum and overtime wages, and sick pay wages as a result of the violations described above.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/Nicholas De Blouw

Nicholas J. De Blouw, Esq.